

TERMS OF USE

FSP Business Four Point 0 (Pty) Ltd

Registration Number: 2025/968743/07

Last updated: February 2026

1. Introduction and Acceptance

These Terms of Use (“Terms”) govern access to and use of the FSP Business 4.0 Business Management Ecosystem (“ecosystem”), including but not limited to:

- The FSP Business 4.0 website
- Digital platforms, tools, dashboards, and portals
- Business diagnostics, assessments, benchmarks, and reports
- Educational content, frameworks, templates, and methodologies
- Events, workshops, courses, and communities

By accessing or using any part of the ecosystem, you agree to be bound by these Terms. If you do not agree, you must not access or use the ecosystem.

These Terms apply to all users. If you are a paying subscriber, your use is also governed by a separate Subscription Agreement which addresses fees, billing, and the commercial terms of your subscription.

2. Formation of Agreement

A binding agreement is formed at the earliest of: (a) the date you click “I Accept” or a similar acceptance mechanism; (b) the date you first access or use any part of the ecosystem; or (c) the date your subscription is activated following receipt of payment.

3. Purpose of the Ecosystem

FSP Business 4.0 is a business management, strategy, and capability-building ecosystem designed to support financial advisers, FSP owners and principals, adviser teams and staff, and compliance, operations, and leadership stakeholders.

The ecosystem provides business insights, tools, and frameworks to support better decision-making, governance, and operational maturity. It does not replace professional, regulatory, legal, financial, tax, or compliance advice.

4. No Financial, Legal, or Compliance Advice

All content, tools, diagnostics, reports, benchmarks, and insights provided through the ecosystem are general information only, educational and strategic in nature, and do not constitute financial, legal, tax, regulatory, or compliance advice.

You acknowledge that outputs generated by tools or assessments are indicative, not determinative, and that you remain responsible for regulatory compliance, business decisions, and client advice and outcomes. Where required, you should obtain independent professional advice.

5. Eligibility and Intended Users

The ecosystem is intended for licensed or authorised financial services professionals, employees, contractors, or representatives of such businesses, and approved partners and stakeholders. By using the ecosystem, you warrant that you are legally permitted to access the services and that you are using the ecosystem for legitimate professional purposes.

6. User Responsibilities

You agree to:

- Provide accurate and current information
- Use the ecosystem responsibly and lawfully
- Ensure that any information you input does not infringe third-party rights
- Maintain confidentiality of login credentials
- Ensure appropriate internal permissions when sharing reports within your organisation

You must not:

- Misrepresent outputs as regulated advice
- Use the ecosystem to mislead clients or regulators
- Attempt to reverse-engineer, copy, scrape, or resell tools or content
- Share access credentials outside your organisation without permission
- Access the ecosystem via automated, robotic, or scripted means not provided by Us

7. Tools, Diagnostics, and Outputs

7.1 Outputs generated by the ecosystem (including scores, benchmarks, ratings, or recommendations) are based on user-supplied data and assumptions, may involve models, algorithms, or comparative frameworks, and are context-dependent.

7.2 FSP Business 4.0 does not guarantee accuracy, completeness, or suitability for a specific purpose, or any particular commercial, regulatory, or financial outcome.

7.3 You remain solely responsible for the accuracy of data entered, how outputs are interpreted, and any decisions or actions taken based on outputs.

8. Intellectual Property

All intellectual property in the ecosystem — including frameworks, models, methodologies, diagnostic structures, scoring logic, content, text, graphics, branding, software, tools, and platform design — is owned by or licensed to FSP Business Four Point 0 (Pty) Ltd.

You are granted a limited, non-exclusive, non-transferable licence to use the ecosystem for internal professional purposes only. You may not copy, adapt, distribute, or commercialise any part of the ecosystem, create derivative works, or use branding, frameworks, or tools outside their intended context.

9. Content You Upload

You warrant that any content uploaded by you: (a) is owned by you or you have the necessary rights; (b) does not infringe any third-party rights; (c) does not violate any law or contain harmful, offensive, or misleading content; and (d) is free of viruses or malicious code. You remain solely responsible for your uploaded content.

10. Confidentiality

Certain materials, tools, and outputs may be confidential or proprietary. You agree to treat such information as confidential, limit internal access to authorised personnel, and not disclose proprietary methodologies to third parties. This obligation survives termination.

11. Data, Privacy, and POPIA

Use of the ecosystem is subject to our Privacy Policy and PAIA Manual, which form part of these Terms and are available on our website. You confirm that you have lawful authority to submit any

personal or business data, have obtained any necessary consents, and will comply with POPIA and applicable data protection laws.

12. Third-Party Services and Integrations

The ecosystem may integrate with or reference third-party platforms or services. FSP Business 4.0 does not control third-party platforms and is not responsible for their availability, security, or content. Use of third-party services is at your own risk and subject to their terms.

13. Availability, Maintenance, and Downtime

We will use reasonable endeavours to ensure the ecosystem is available. However, we may perform scheduled or unscheduled maintenance, modify, enhance, suspend, or discontinue parts of the ecosystem, and update tools, methodologies, or content. Where practicable, we will provide reasonable advance notice of scheduled maintenance.

We are not liable for any losses arising from unavailability due to maintenance, upgrades, or technical issues. You are responsible for maintaining your own cyber security measures, including virus protection and secure internet connectivity.

14. Subscription and Fees

Access to certain features of the ecosystem requires a paid subscription. The applicable fees, billing frequency, payment terms, and cancellation provisions are set out in your separate Subscription Agreement.

Failure to pay subscription fees may result in suspension or termination of access to the ecosystem.

15. Termination and Suspension

15.1 We may suspend or terminate your access immediately if: (a) you breach any material provision of these Terms; (b) you fail to pay subscription fees when due; (c) you engage in fraudulent, unlawful, or harmful conduct; or (d) we are required to do so by law.

15.2 You may terminate your use of the ecosystem in accordance with your Subscription Agreement, or by ceasing to use the ecosystem if you are a non-subscribing user.

15.3 On termination: your access will be deactivated; you must cease all use of the ecosystem and any materials obtained from it; any outstanding fees remain payable; and provisions relating to intellectual property, confidentiality, limitation of liability, indemnity, and dispute resolution survive.

16. Limitation of Liability

To the fullest extent permitted by South African law, FSP Business Four Point 0 (Pty) Ltd shall not be liable for any direct or indirect loss arising from use of the ecosystem, including loss of data, profits, goodwill, business opportunity, or any business decisions, regulatory outcomes, or commercial performance. Use of the ecosystem is at your own risk.

17. Indemnity

You agree to indemnify and hold harmless FSP Business Four Point 0 (Pty) Ltd, its shareholders, employees, and agents from any claims, losses, damages, or expenses (including legal costs) arising from your misuse of the ecosystem, breach of these Terms, or unlawful or unauthorised use of outputs.

18. Dispute Resolution

18.1 The parties shall first attempt to resolve any dispute through good-faith negotiation within 14 business days of written notice.

18.2 If unresolved, either party may refer the dispute to mediation under the rules of the Arbitration Foundation of Southern Africa (AFSA).

18.3 If still unresolved within 30 days, either party may refer the dispute to binding arbitration in Pretoria under AFSA rules. The decision of the arbitrator shall be final and binding.

18.4 Nothing prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

19. Changes to These Terms

We may update these Terms from time to time. The latest version will be published on our website. Continued use constitutes acceptance. Where material changes are made, we will take reasonable steps to notify users.

20. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. Subject to the dispute resolution provisions in clause 18, the courts of South Africa shall have exclusive jurisdiction.

21. Contact Details

FSP Business Four Point 0 (Pty) Ltd

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